

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Giovanni Moss, Acting Director, Housing and Community  
Development (954) 797-1226

**PREPARED BY:** Giovanni Moss, Acting Director, Housing and Community  
Development

**SUBJECT:** Service Provider Agreement

**AFFECTED DISTRICT:** Townwide

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND BROWARD COUNTY MINORITY BUILDERS COALITION, INC. FOR THE EXPENDITURE OF 2005 DISASTER RECOVERY INITIATIVES HOME REPAIR PROGRAM FUNDS IN THE TOTAL AMOUNT OF \$480,000 TO PROVIDE FOR THE REPAIR OF SINGLE FAMILY OWNER-OCCUPIED DWELLING UNITS DAMAGED DURING THE 2005 STORM SEASON WHOSE INCOMES ARE AT BELOW 80% OF AMI. (not to exceed \$57,600)

**REPORT IN BRIEF:** On October 2, 2008 the Town advertised a Request for Proposals/Request for Qualifications (RFP/RFQ) for a Service Provider to administer the Town's 2005 Disaster Recovery Initiative Home Repair Program in the total amount of \$480,000. Applications/Proposals were due to the Town by October 21, 2008. Three Applications/Proposals were received and on November 6, 2008, the Bid Specification Committee met and after discussion and consideration selected Broward County Minority Builders Coalition, Inc. (MBC) as the Service Provider. The Service Provider will be responsible for assessing damages, preparing repair specifications, hiring contractors and submitting invoices following completion of all work. The Service Provider will be paid a service delivery fee not to exceed \$57,600. The MBC is not an agency of the Broward County Government.

**PREVIOUS ACTIONS:** Resolution No 2008-264

**CONCURRENCES:**

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$480,000 of CDBG DRI Funds have been budgeted

**RECOMMENDATION(S):** Approve Resolution

**Attachment(s):** Agreement between Broward County Minority Builders Coalition, Inc. and the Town of Davie.

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND BROWARD COUNTY MINORITY BUILDERS COALITION, INC. FOR THE EXPENDITURE OF 2005 DISASTER RECOVERY INITIATIVES HOME REPAIR PROGRAM FUNDS IN THE TOTAL AMOUNT OF \$480,000 TO PROVIDE FOR THE REPAIR OF SINGLE FAMILY OWNER-OCCUPIED DWELLING UNITS DAMAGED DURING THE 2005 STORM SEASON WHOSE INCOMES ARE AT BELOW 80% OF AMI.

WHEREAS, the Town of Davie has received 2005 Disaster Recovery Funds in the total amount of \$3,309,741; and

WHEREAS, a portion of those funds totaling \$480,000 have been allocated to the repair of owner-occupied single family dwelling units damaged as a result of the 2005 storm season whose incomes are at or below the 80% of the AMI; and

WHEREAS, the Town advertised a Request for Proposals/Request for Qualifications on October 2, 2008; and

WHEREAS, the Town received three applications/responses on October 21, 2008; and

WHEREAS, the Town's Bid Specification Committee met on November 6, 2008 to select a "Service Provider"; and

WHEREAS, after scoring and much discussion the most qualified "Service Provider" was selected; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Mayor or his designee is hereby authorized to execute the Agreement between the Town and Broward County Minority Builders Coalition, Inc. for the expenditure of 2005 Disaster Recovery Initiative Funds in the total amount of \$,480,000 to provide for repairs to single family owner-occupied dwelling units that sustained damage due to the 2005 storm season who's incomes are at or below the 80% of the AMI under Davie's Purchase Assistance Program.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

**AGREEMENT**

**between**

**TOWN OF DAVIE**

**and**

**BROWARD COUNTY MINORITY BUILDERS COALITION, INC.**

**for**

**2005 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DISASTER  
RECOVERY INITIATIVE (DRI) FUNDS TO ADMINISTER  
THE TOWN'S HOME REPAIR PROGRAM  
IN THE AMOUNT \$480,000**

**AGREEMENT**  
**between**  
**TOWN OF DAVIE**  
**and**  
**BROWARD COUNTY MINORITY BUILDERS COALITION, INC.**  
**for**  
**2005 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
**DISASTER RECOVERY INITIATIVE (DRI) FUNDS TO ADMINISTER**  
**THE TOWN'S HOME REPAIR PROGRAM**  
**IN THE AMOUNT \$480,000**

This Agreement is entered into by and between the TOWN OF DAVIE ("TOWN"), a municipal corporation of the State of Florida, and BROWARD COUNTY MINORITY BUILDERS COALITION, INC., a non-profit organization.

WITNESSETH, that, for and in consideration of the mutual terms and conditions, promises, covenants and payments, the Parties agree as follows:

**ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the Parties.

- 1.1 **American Disability Act (ADA):** The ADA policy and procedures promulgated by Federal Law, Section 503 and 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 adopted by Broward County.
- 1.2 **Broward County Community Development Block Grant Program:** The Community Development Program applied for by Broward County and awarded by the United States Department of Housing and Urban Development as authorized pursuant to Title 1, Housing and Community Development Act of 1974, Public Law 93-383 as amended.
- 1.3 **CDBG DRI Funds:** Community Development Block Grant Disaster Recovery Initiative (DRI) Funds; the monies provided by Broward County.
- 1.4 **Consolidated Plan:** Document submitted to HUD for the CDBG, ESGP, DRI,

etc. Programs that serves as the planning document (comprehensive housing affordability strategy and community development plan) of the jurisdiction and an application for funding under any of the Community Planning and Development formula grant programs, which is prepared in accordance with the process prescribed in 24 CFR Part 91.

- 1.5 **Contract Administrator:** Whenever the term contract administrator is used herein it is intended to mean the Housing and Community Development Director or her designee. In the administration of this contract as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.6 **County:** Broward County, Florida, a political subdivision of the State of Florida
- 1.7 **DCA:** Florida Department of Community Affairs
- 1.8 **HUD:** United States Department of Housing and Urban Development
- 1.9 **Income Eligible Families:** Very low income and low income families.
- 1.10 **Low Income:** one (1) or more natural persons or a family (including students) that have a total Annual Anticipated Gross Income for the household that does not exceed eighty percent (80%) of the median annual income adjusted for family size for households within the metropolitan statistical area (MSA), Broward County, or the non-metropolitan median for the State, whichever is greater.
- 1.11 **Project:** the project set forth in Article 3 hereof, and Attachment “A” Scope of Work/Project Description.
- 1.12 **Rule of DCA, Division of Housing and Community Development:** Rule No: 9BER06-1 F.A.C. Community Development Block Grant Disaster Recovery Funding.
- 1.13 **Rule and Regulations of HUD:** 24 CFR Part 570, “Community Development Block Grant Regulations”, 24 CFR Part 85, “Administrative Requirement for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Government”; OMB Circular A-133, “Audits of State and Local Government,” copies of which are incorporated herein by reference
- 1.14 **Rules and Regulations of HUD Involving Waivers and Alternative Requirements:** waiver and alternative requirements applicable to the CDBG Disaster Recovery Grant to the State of Florida, as published in the Federal Register, Vol. 71, No. 168 (August 30, 2006)
- 1.15 **Project:** Community Development Services for 2005 Disaster Recovery Initiative (DRI) funds for Davie’s Mobile Home Repair or Replacement Program.
- 1.16 **Contractor/Sub-Recipient:** BROWARD COUNTY MINORITY BUILDERS



COALITION, INC.

- 1.17 **Very Low-Income:** one (1) or more natural persons or a family, (including students), that have a total Annual Anticipated Gross Income for the household that does not exceed Fifty percent (50%) of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

## **ARTICLE 2 - PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective Parties, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Title I of the Housing and Community Development Act of 1974, P.L. 93-383, consolidated several existing categorical programs for community development into a single program of Community Development Block Grant (CDBG) for the purpose of allowing local discretion as to the determination of needs and priorities for a community development program. The needs and priorities of community development in Broward County were determined through consultation with representatives of the community participating in the Broward County CDBG Program.
- 2.2 The State of Florida is prioritizing housing recovery with the Disaster Recovery Initiative (DRI) funds, and the allocation methodology was based on a scoring process using FEMA housing damage estimates, and targets funding to the “hardest hit” areas. The DCA coordinated with the Housing Finance Corporation and the Governor’s Office to compile damage assessment data relating to Hurricane Wilma.

Directing funding to the “hardest hit” areas ensures that counties with the greatest disaster recovery housing needs are targeted for funding in amounts adequate to make a significant impact in the severity of local circumstances. The scoring mechanism has taken four (4) indicators into consideration: Percentage of units damaged in each County (based on verified FEMA inspections); Percentage of the State total destroyed units in each County (again, based on verified FEMA inspections); Percentage of a County damaged units attributed to households with income up to \$30,000, to measure level of low income needs; and Percentage of the State’s total temporary units that were placed in each County.

- 2.3 Pursuant to Rule No. 9BER06-1 F.A.C. “Community Development Block Grant Disaster Recovery Initiative (DRI) Funding and, 24 C.F.R. 570.200 (a) and 570.301 of the Rules and Regulations of HUD including the Waivers and Alternative Requirements as stated in Section 1.13 of this Agreement, the Project was included

in the Broward County Community Development submission to DCA, as amended. It was determined that the Town of Davie's Home Repair Program, funded under this project, will address one (1) or more of the following (3) national objectives:

2.3.1 Activities benefiting low and moderate (L/M) Income Persons are the following:

- a. L/M Income Area Benefit Activities;
- b. L/M Income Limited Clientele Activities;
- c. L/M Income Housing Activities; and
- d. L/M Income Creation or Retention Activities

2.4 The TOWN desires to disburse funds to BROWARD COUNTY MINORITY BUILDERS COALITION, INC., However, TOWN must obtain assurances from BROWARD COUNTY MINORITY BUILDERS COALITION, INC., so assures TOWN, that BROWARD COUNTY MINORITY BUILDERS COALITION, INC., will comply with Florida statutes, rules and regulations and applicable TOWN codes and regulations to the work and services to be provided under this Agreement and the Consolidated Plan, as a condition precedent to the release of such funds.

### **ARTICLE 3 – PROJECT: HOME REPAIR PROGRAM**

3.1 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., agrees to provide services for the implementation of the Disaster Recovery Initiative (DRI) Project consistent with the General Scope of Services specifically set forth in Exhibit "A," and Exhibit "B" attached and by this reference made a part of this Agreement. Additionally, the BROWARD COUNTY MINORITY BUILDERS COALITION, INC., shall abide by, and comply with the requirements contained in the DCA Exhibit 4 entitled "Florida Department of Community Affairs 2005 Disaster Relief Construction Contracts Supplemental Conditions" herein made a part of this Agreement by Reference.

BROWARD COUNTY MINORITY BUILDERS COALITION, INC., agrees to implement the General Scope of Services immediately upon TOWN'S notice, and shall provide the agreed services for the duration of this Agreement's term.

3.2 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., agrees that funds received will only be used to assist in the repair single family owner occupied dwelling units.

3.3 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., agrees that the TOWN will carry out periodic monitoring and evaluation activities as determined necessary by the TOWN. Such evaluation will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to

Project(s) scheduling, budget, in-kind contributions and output measures. Upon request BROWARD COUNTY MINORITY BUILDERS COALITION, INC., agrees to furnish to the TOWN or its designee, such records and information, including BROWARD COUNTY MINORITY BUILDERS COALITION, INC., shall submit quarterly and final reports, and at other times upon the request of the TOWN.

#### **ARTICLE 4 - TERM OF AGREEMENT**

This Agreement shall commence upon full execution by both Parties and shall end on March 31, 2009, unless terminated earlier as provided for herein.

#### **ARTICLE 5 - FUNDING AND METHOD OF PAYMENT AND PROVISION RELATING TO THE USE OF THE FUNDS**

- 5.1 The maximum amount payable by TOWN under this agreement shall be Four Hundred Eighty Thousand and 00/100 dollars (\$480,000). BROWARD COUNTY MINORITY BUILDERS COALITION, INC., shall be permitted to utilize not more than Fifty-Seven Thousand Six Hundred and 00/100 (\$57,600) for service delivery costs. Such service delivery costs shall be deducted from the \$480,000 maximum amount payable as hereinabove provided.
- 5.2 BROWARD COUNTY MINORITY COALITION, INC., shall provide TOWN with an executed original of any contracts authorizing the work to be done on the Project.
- 5.3 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., shall submit a certified copy of the purchase order authorizing the services for which it is invoicing.
- 5.4 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., shall submit a certified copy of the contractor's invoice stating the services rendered and the date the services were rendered.
- 5.5 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., or the authorized representative shall certify that the work that is being invoiced has been completed.
- 5.6 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., shall disclose to TOWN any and all third party funding, whether public or private, for the Project. No TOWN funding shall be used to supplant existing third party funding.
- 5.7 Upon receipt of invoices, reports and other materials, the TOWN shall review such bid awards, contract, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are sufficient for payment.

- 5.8 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., agrees to complete all units within the term of this Agreement as provided in Article 4. All funds not expended within the term of this Agreement shall remain in the custody and control of the TOWN or BROWARD COUNTY.

## **ARTICLE 6 - ASSURANCE**

- 6.1 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., agrees to comply with all applicable Federal, State, County and Local laws, ordinances, and codes and regulations, including but not limited to 24 CFR 24 Part 92, as may be amended from time to time. Any conflict or inconsistency between the above Federal, State, or County guidelines or regulations, this Agreement shall be resolved in favor of the more restrictive guidelines or regulations.
- 6.2 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., agrees to act in accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which states that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives State financial assistance and will immediately take any measures necessary to effectuate this Agreement.
- 6.3 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., agrees, if applicable, to inform affected persons of the benefits, policies, and procedures provided for under CDBG regulations.
- 6.4 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- 6.5 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., agrees further that it shall be bound by these standard terms and conditions contained in this Agreement and such other rules, regulations or requirements as TOWN may reasonably impose, in addition to the aforementioned assurances provided at, or subsequent, to the execution of this Agreement by the Parties.
- 6.6 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., agrees to act in accordance with Section 503 and 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 in addressing the problem of discrimination against individuals with disabilities in such areas as employment, housing, public accommodations, education, and transportation.
- 6.7 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., shall comply with Title I and Title II of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and in State and local

government services, in the course of providing any services funded in whole or in part by TOWN.

## **ARTICLE 7 - FINANCIAL RESPONSIBILITY**

- 7.1 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., gives TOWN or their authorized representative, access to and the right to examine all records, books, papers, or documents relating to the performance of this Agreement.
- 7.2 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., agrees that if it or its subcontractors have caused any funds to be expended in violation of this Agreement, BROWARD COUNTY MINORITY BUILDERS COALITION, INC., shall be responsible to refund such money in full to TOWN, and if this Agreement is still in force, any subsequent request for payment shall be withheld by TOWN until paid.
- 7.3 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., agrees and understands that all funding authorization through CDBG DRI FUNDS shall be used only for eligible activities specifically outlined in this Agreement. BROWARD COUNTY MINORITY COALITION, INC., shall demonstrate significant material progress within the timetable in Exhibit "B", attached and by reference made a part of this Agreement.
- 7.4 In the event BROWARD COUNTY MINORITY COALITION, INC., does not materially progress to accomplish the General Scope of Services under this Agreement, failing to evidence or commence within this Agreement's term, the remaining balance of funds established for BROWARD COUNTY MINORITY BUILDERS COALITION, INC., shall revert to TOWN as provided in this Agreement.
- 7.5 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., agrees to submit all Invoices for CDBG DRI funds in accordance with the terms and conditions of this Agreement and any rules and regulations incorporated herein.
- 7.6 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., shall have an adequate financial system and internal fiscal controls in accordance with TOWN requirements.

## **ARTICLE 8 - INDEMNIFICATION AND INSURANCE**

- 8.1 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., shall indemnify and hold the TOWN harmless against any and all liability arising from BROWARD COUNTY MINORITY BUILDERS COALITION, INC., activities related to providing services as defined by this Agreement in Exhibit "A" attached hereto.

- 8.2 BROWARD COUNTY MINORITY BUILDERS COALITION, INC., shall maintain throughout the term of this Agreement any and all applicable insurance required by Florida law and shall furnish to the TOWN written verification of such insurance upon request by the TOWN.

## **ARTICLE 9 - TERMINATION**

- 9.3 This Agreement shall commence upon execution by all parties, and shall end on March 31, 2009 unless terminated earlier pursuant to the terms of this Agreement.

## **ARTICLE 10 - SUSPENSION OF PAYMENTS**

The Parties agree that the following events are sufficient cause for suspension of payments. Such events include, but are not limited to:

- 10.1 Ineligible use of CDBG Disaster Recovery Initiative (DRI) Funds; or
- 10.2 Submittal of incorrect, incomplete or fraudulent reports in any material respect.

## **ARTICLE 10a – NOTICE**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR TOWN:

Giovanni Moss, Acting Director  
Housing and Community Development  
4700 Southwest 64<sup>th</sup> Avenue, Suite D  
Davie, Florida 33314

FOR BROWARD COUNTY MINORITY BUILDERS COALITION, INC.:

Ezekiel Madoo, Interim Executive Director  
Broward County Minority Builders Coalition, Inc.  
665 SW 27<sup>th</sup> Avenue, Suite 16  
Fort Lauderdale, Florida 33312

## **ARTICLE 11 - MISCELLANEOUS**

- 11.1 **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT.** BROWARD COUNTY MINORITY BUILDERS COALITION, INC., shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. SUB-RECIPIENT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by TOWN, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, BROWARD COUNTY MINORITY BUILDERS COALITION, INC., shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility. BROWARD COUNTY MINORITY BUILDERS COALITION, INC.'S decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 11.2 **INDEPENDENT CONTRACTOR.** BROWARD COUNTY MINORITY COALITION, INC., is an independent contractor under this Agreement. Services provided by BROWARD COUNTY MINORITY BUILDERS COALITION, INC., shall be performed by employees of BROWARD COUNTY MINORITY BUILDERS COALITION, INC., subject to supervision by BROWARD COUNTY MINORITY BUILDERS COALITION, INC., and shall not be deemed officers, employees, or agents of TOWN Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of BROWARD COUNTY MINORITY BUILDERS COALITION, INC., which policies of BROWARD COUNTY MINORITY BUILDERS COALITION, INC., shall not conflict with TOWN or State of Florida policies, rules or regulations relating to the use of these funds provided for under this Agreement.
- 11.3 **PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to these matters; and, the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms shall be predicated upon any prior representations or agreements whether oral or written.

- 11.4 AMENDMENTS. TOWN may, in its discretion, amend this Agreement to conform to changes in Federal, State, Local, County and/or CDBG DRI guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Town Council, that change the term of the Agreement, reduce the funding, or change the Project, so long as the Project consists of eligible activities under 24 CFR Part 92. Except for the provisions as set forth herein, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 11.5 ASSIGNMENT. BROWARD COUNTY MINORITY BUILDERS COALITION, INC., shall not transfer or assign the performance of services called for in this Agreement.
- 11.6 REPORTS, PLANS AND OTHER AGREEMENTS. All reports, plans, surveys, Information, documents, maps and other data procedures developed, prepared, assembled, or completed by BROWARD COUNTY MINORITY BUILDERS COALITION, INC., for the purposes of this Agreement shall become the property of TOWN without restriction, reservation or limitation of their use and shall be made available by BROWARD COUNTY MINORITY BUILDERS COALITION, INC., at any time upon request by TOWN. Upon completion of all work contemplated under this Agreement, copies of all of the above data shall be delivered to the Contract Administrator.
- 11.7 CONFLICT OF INTEREST. BROWARD COUNTY MINORITY BUILDERS COALITION, INC., covenants that no person who presently exercises any functions or responsibilities in connection with the Agreement or any individual has any personal financial interest, and for one (1) year following Project completion or Agreement's term, whichever is later. Any possible conflicting interest on the part of ADOPT A HURRICANE FAMILY INC., its employees, or agents, shall be disclosed in writing to TOWN.
- 11.8 CONFLICTS. Neither BROWARD COUNTY MINORITY BUILDERS COALITION,, INC., nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with the BROWARD COUNTY MINORITY COALITION, INC., loyal and conscientious exercise of judgment related to its performance under this Agreement. BROWARD COUNTY MINORITY BUILDERS COALITION, INC., agrees that none of its employees shall, during the term of this Agreement, serve as an adverse or hostile witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of TOWN in any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or



legal proceeding regarding this Agreement. In the event BROWARD COUNTY MINORITY BUILDERS COALITION, INC., is permitted to utilize subcontractors to perform any services required by this Agreement, BROWARD COUNTY MINORITY BUILDERS COALITION, INC., agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

- 11.9 EXECUTION. This document shall be executed in three (3) counterparts, each of which shall be deemed to be an original.
- 11.10 CHOICE OF LAW; WAIVER OF JURY TRIAL. Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sites, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise, each Party waives any rights it may have to a trial by jury of any such litigation.
- 11.11 THIRD PARTY BENEFICIARIES. Neither BROWARD COUNTY MINORITY BUILDERS COALITION, INC., nor TOWN intends to directly or substantially benefit a third party by this Agreement, except the Hurricane Victim, whose property is being improved. Notwithstanding that exception, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement, except as provided herein.

IN WITNESS WHEREOF, the TOWN OF DAVIE and BROWARD COUNTY  
MINORITY BUILDERS COALITION, INC., have executed this agreement the day and  
year first above written.

TOWN OF DAVIE

ATTEST:

BY: \_\_\_\_\_  
Mayor/Council Member

\_\_\_\_\_  
Russell Muniz, MMC, Town Clerk

State of Florida  
County of Broward

The Foregoing instrument was acknowledged before me, the undersigned Notary  
Public in and for the State of Florida, on this, the \_\_\_\_ day of \_\_\_\_\_, 2008 by  
Russell Muniz, MMC, Town Clerk and Tom Truex, Mayor, respectively.

Notary Public, State of Florida

NOTARY PUBLIC  
SEAL OF OFFICE

\_\_\_\_\_  
Printed, typed or stamped name of Notary  
Public exactly as commissioned

Individuals who signed are personally known: no identification produced.

Broward County Minority Builders  
Coalition, Inc.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Print Name:

\_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this, the \_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned Notary Public of State of \_\_\_\_\_, the foregoing instrument was acknowledged by \_\_\_\_\_ (name of corporate officer), \_\_\_\_\_ (title), of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand  
And official seal

Notary Public, State of Florida

\_\_\_\_\_  
Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me or produced identification

## **EXHIBIT A**

### **General Scope of Services**

**Home Repair Program:** Home repair targeted at rehabilitation of existing single-family structures (including townhomes and condominiums) but, excluding mobile homes. The units will be brought up to the Florida Building Codes and other applicable Federal standards. Eligible items include, but are not limited to the following:

- Repair/replacement of plumbing
- Upgrade of electrical systems
- Repair/replacement of air-conditioning systems
- Installation of windows with “impact resistant” windows
- Repair and/or replacement of damaged roofs
- Repair of water damaged interior walls

The maximum grant per unit shall be \$42,240.

**Justification:** After Hurricane Wilma in 2005, many homes were damaged. Many Davie residents were uninsured or did not receive sufficient assistance to repair damages. Many of these residents are living in sub-standard situations. This program will provide safe, secure and, sustainable housing to these residents.

**Scope of Services:** A minimum of 10 Davie residents will be assisted during the term of this Agreement. Broward County Minority Builders Coalition, Inc., in cooperation with the Town's Housing and Community Development Director, will at a minimum, be responsible for the following items:

- Verification that clients are Davie Hurricane Wilma Victims
- Third-party income-verification (banks statements, employment, etc.)
- Case management of eligible clients
- Contracting for the repair of eligible homes

**Budget:** Service Delivery Fee - \$57,600. Sample Per Unit Cost Analysis follows:

## **Exhibit B**

### **Project Schedule/Timeline Table**

The table below lists the main work tasks required to complete project objectives before the term of the agreement expires.

Work Task	Start-Up Date	Date of Completion
-----------	---------------	--------------------

Secure Contract Services	October, 2008	December, 2008
Advertisement	October, 2008	November, 2008
Client Intake and Qualification (3 <sup>rd</sup> Party Income Verification)	December, 2008	January, 2009
Complete Rehabilitation and Repairs	January, 2009	March 31, 2009